

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	Termination and Release of Collateral Assignment (Trademarks)(Interim Notes) and Release of Security Interest recorded at Reel 004110/Frame 0861												
CONVEYING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 30%;">Name</th> <th style="width: 30%;">Formerly</th> <th style="width: 20%;">Execution Date</th> <th style="width: 20%;">Entity Type</th> </tr> <tr> <td>Wells Fargo Bank, National Association, as Collateral Agent</td> <td></td> <td>12/22/2009</td> <td>National Bank Association: UNITED STATES</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Wells Fargo Bank, National Association, as Collateral Agent		12/22/2009	National Bank Association: UNITED STATES					
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Wells Fargo Bank, National Association, as Collateral Agent		12/22/2009	National Bank Association: UNITED STATES										
RECEIVING PARTY DATA													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Name:</td> <td>FiberTower Solutions Corporation</td> </tr> <tr> <td>Street Address:</td> <td>7925 Jones Branch Drive, Suite 3300</td> </tr> <tr> <td>City:</td> <td>McLean</td> </tr> <tr> <td>State/Country:</td> <td>VIRGINIA</td> </tr> <tr> <td>Postal Code:</td> <td>22102</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: DELAWARE</td> </tr> </table>	Name:	FiberTower Solutions Corporation	Street Address:	7925 Jones Branch Drive, Suite 3300	City:	McLean	State/Country:	VIRGINIA	Postal Code:	22102	Entity Type:	CORPORATION: DELAWARE	
Name:	FiberTower Solutions Corporation												
Street Address:	7925 Jones Branch Drive, Suite 3300												
City:	McLean												
State/Country:	VIRGINIA												
Postal Code:	22102												
Entity Type:	CORPORATION: DELAWARE												
PROPERTY NUMBERS Total: 1													
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 20%;">Property Type</th> <th style="width: 20%;">Number</th> <th style="width: 60%;">Word Mark</th> </tr> <tr> <td>Registration Number:</td> <td>3525770</td> <td>MUNIFRAME</td> </tr> </table>	Property Type	Number	Word Mark	Registration Number:	3525770	MUNIFRAME							
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Registration Number:	3525770	MUNIFRAME											
CORRESPONDENCE DATA													
<p>Fax Number: (949)475-4754</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 949-451-4307</p> <p>Email: skann@gibsondunn.com</p> <p>Correspondent Name: Stephanie S. Kann</p> <p>Address Line 1: 3161 Michelson Drive</p> <p>Address Line 2: Gibson, Dunn & Crutcher LLP</p> <p>Address Line 4: Irvine, CALIFORNIA 92612</p>													
ATTORNEY DOCKET NUMBER:	90355-00007												
NAME OF SUBMITTER:	Stephanie S. Kann												
Signature:	/stephanie s. kann/												

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 REEL: 004121 FRAME: 0977

Date:

12/29/2009

Total Attachments: 4

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TRADEMARK

REEL: 004121 FRAME: 0978

**TERMINATION AND RELEASE OF COLLATERAL ASSIGNMENT
(TRADEMARKS)(INTERIM NOTES) AND RELEASE OF SECURITY INTEREST**

TERMINATION AND RELEASE, dated as of December 22, 2009, from WELLS FARGO BANK, NATIONAL ASSOCIATION, as Collateral Agent for the Holders of the Notes defined in the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009 (in such capacity and together with its successors and assigns, the "Collateral Agent"), to FIBERTOWER SOLUTIONS CORPORATION, a Delaware corporation (the "Assignee").

WITNESSETH:

WHEREAS, pursuant to the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009, an assignment and security interest (the "Assignment and Security Interest") in certain Collateral (as hereinafter defined) was granted by the Assignee to the Collateral Agent, which Assignment and Security Interest was recorded in the Trademark Division of the United States Patent & Trademark Office (the "USPTO") at Reel 004110/Frame 0861 for the Trademark set forth on Schedule A;

WHEREAS, the 9.00% Mandatorily Redeemable Convertible Senior Secured Notes Due 2012 issued by FiberTower Corporation (the "Interim Notes") under the Indenture dated December 7, 2009 (as supplemented, the "Interim Indenture"), were cancelled in connection with the issuance by FiberTower Corporation of its 9.00% Senior Secured Notes Due 2016 (the "New Notes") under the Indenture dated December 22, 2009; and

WHEREAS, the Collateral Agent, acting solely in its capacity as collateral agent pursuant to the Interim Indenture, now desires to terminate and release the entirety of its Assignment and Security Interest in the Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Collateral Agent hereby agrees as follows:

1. Collateral. The term "Collateral," as used herein, shall have the meaning as the "Trademarks" as that term is defined in the Collateral Assignment (Trademarks)(Interim Notes) dated December 7, 2009 and all of the Assignee's right, title and interest of every kind and nature in and to the trademark in the United States trademark registration set forth on Schedule A attached hereto, (the "Trademark"), together with the goodwill of the business symbolized by the Trademark and the application and registration thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof.

2. Release. The Collateral Agent hereby terminates and releases in its entirety the Assignment and Security Interest in the Collateral.

3. Recordation. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the Assignment and Security Interest in the Collateral.

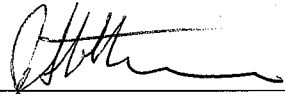
4. Further Assurance. The Collateral Agent hereby agrees, at the sole expense of the Assignee, to execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the Assignment and Security Interest in the Collateral contemplated hereby.

5. Modification. This Termination and Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

6. New Notes. No duties or obligations of Assignee arising under or in connection with the issuance of the New Notes are to be affected by this Termination and Release.

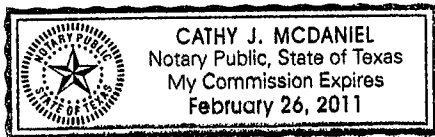
[Signature Page Follows]

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Collateral Agent

By: 
Name: John C. Stohlmann
Title: Vice President

STATE OF Texas)
COUNTY OF Tarrant)ss:

On this 29th day of December, 2009, before me personally appeared John C. Stohlmann to me known who, being by me duly sworn, did depose and say that he/she is a Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION, the corporation described herein and which executed the foregoing instrument, and that he/she signed his/her name thereto pursuant to the authority granted by such corporation.



Cathy J. McDaniel
Notary Public

SCHEDULE A

<u>Mark</u>	<u>Jurisdiction</u>	<u>Application/Registration Number</u>
MuniFrame	U.S.	Appl. No. 78/752,956; Reg. No. 3,525,770

Termination and Release of Collateral Assignment (Trademarks)(Interim Notes) and Release of Security Interest